

1882-033 Chancery Causes: James F. Jones vs. Sarah Ward &
Lee Co.

Riddle, Hyatt

CA-Debt
T-Property

To, the Hon Jno A Kelly Judge of
the Circuit Court of Lee County.

Humbly complaining sheweth
unto your honor your orator James
A. Jones, that heretofore to wit; on
the day of 18 your orator
executed a forthcoming bond as
surety for, and together with Sarah
& Jonathan Ward to Henry C
Slump for sixteen hundred and
sixty four dollars and ninety cents
but to be discharged by the payment
of Eight hundred and thirty two
dollars and forty five cents with
interest from the 25th day of September
1873; This forthcoming bond was executed
in satisfaction of an execution issued
on a decree in favor of said Slump
against said Sarah & Jonathan
Ward in the chancery cause of H.
C Slump vs Sarah & Jonathan Ward
brought to enforce the payment of
a balance of purchase money due
upon a tract of land theretofore
sold by said Slump to said Wards
upon which the same was a lien

Your orator further represents that the said Wards furnished the said forthcoming bond to be forfeited and on the 23rd day of March 1874 a judgment was obtained ~~thereon~~ against them & your orator for the amount of the bond ~~but~~ to be discharged by the payment of Eight hundred and thirty two & $\frac{45}{100}$ dollars with interest thereon from the 25th day of September 1873 and \$4 ⁶⁴/₁₀₀ costs.

Your orator alleges that upon this judgment execution was issued and your orator was compelled to pay and did pay as surety for the said Wards to the said Clerk the following sums of money viz: One hundred and forty Eight dollars paid August 25th 1875; Three hundred and Eighty dollars and ten cents paid October 14th 1875; Eighty six dollars & thirty two cents paid September 16th 1876

One hundred and sixty six and
 $\frac{13}{100}$ Dollars paid to P. Hagan for
said Sump January 29th 1878.

Your orator further charges that
the said Jonathan Sarah Ward
have not paid your orator the
said sums of money or any
part thereof ^{after deducting said credits} and that the ^{balance} remains wholly due ^{and unpaid}

Your orator further represents
unto your honor that on the day
of 18 your orator purchased
a tract of land from Sarah and
Jonathan Ward lying in Turkey
Cove Lee County Va. for the sum
of Seven hundred dollars payable
in three Equal installments of two
hundred and thirty three dollars
and thirty three cents each ~~for which~~
~~your orator executed his notes under~~
~~seal~~ upon which he has made the
following payments; Forty seven dol-
lar paid to Sump for Wards Janu-
ary 1st 1872; Twenty seven dollars
and ninety five cents amount of a
note executed to your orator as

* Except the sum of \$116.13 paid by Sarah Ward about January 1878 and \$25.72 paid February 1879.

administrator of Mary Jones by A.
H. Spears and J. M. Ward and
accepted by Wards as a payment,
March 4th 1872; One dollar and
sixty two cents amount of a
note executed by Sarah and
Jonathan Ward to your orator
as adm^r of Mary Jones & accepted
by said Wards as a payment
March 4th 1872; Three hundred
and twenty two dollars and forty
five cents amount of a note
executed to your orator as adm^r,
of Mary Jones by Jonathan and
Sarah Ward with William Coomer
as surety and likewise accepted
as a payment ^{March 4th 1872, subject to a credit of} twelve dollars
and sixty cents paid January 1st 1873

Your orator charges that he is
entitled to be subrogated to the lien
of H. C. Slomp on the tract of land
sold by him to Wards for the sum
of money he ^(your orator) has paid as surety
for said Wards to said Slomp
and that he is entitled to have

the said tract of land sold
to pay the same,

Your orator alleges that he is
willing to allow the said Wards
a credit upon the sum he has
paid Slump as their surety,
for any balance that remains
due upon the purchase by
Your orator of the tract of land
from them after deducting the
payments hereinbefore set out;
but he charges that the amount
he has paid as surety for them
to Slump largely overruns the
balance due upon your orators
purchase, an account of
which together with the whole trans-
action between them and your orator
is filed as part hereof marked
"Exhibit 1", showing a balance
due your orator as of date of,
date June 20th 1879 of Three hundred
and sixty six dollars and ninety-
four cents. Your orator further
represents unto your honor that
he has endeavored at divers times

without success, to procure a settlement with said Wards and get them to pay him the balance due as aforesaid, but they have persistently refused to settle or pay your orator anything and he is therefore compelled to resort to a court of Equity to have his account settled & payment of balance due him enforced by your honor.

Your orator files a particular description of the tract of land purchased by said Wards from Slemmy as part hereof marked "Exhibit 2" and alleges that the same will not rent for a sufficient sum in five years to pay your orator's debt interest, costs of suit and expense of sale.

The premises considered the prayer of your orator is that Jonathan Ward & Sarah Ward be made parties defendant to this

bill and answer its allegations
on oath, that if deemed necessa-
ry your honor direct an account
to ascertain exactly what sum
said Wards are due your orator
on account of money paid
H. C. Slemp as their surety, that
the same be declared a lien
upon the tract of land sold
by said Slemp to them, that
your orator be subrogated to
all the rights of said Slemp
as against said Wards or the
said land; that the said
tract of land or so much thereof
as may be necessary be sold
to pay the same, and if in
any wise mistaken specially
he prays generally for such
other further and general relief
as his cause merits in a court
of Equity.

May Comwllths Writ of Spu issue &c

Ayers & Morgan

P. G.

On ch^g 4.75 July 1881
By att^y 1.31

A 15.00
S 1.00
Com^r 8.00
Each Cost 2.50
30.75

James F. Jones

vs Bill Chey

Sarah & Jonathan Ward

1880 July Bill Filed & heard.
Executed + Costs.

" Aug. Alias & awarded re.

" 10th Dec. Bill & heard.

" Decr. O. N. Confirmed for hearing by Cluff.

1881 Mr. Deane + cont'd.

" Aug. Deane + continued.

1882 March Deane Final.

Chey O. N. 232

Jas F. Jones vs J. M. & Sarah Ward. In Chy.

This cause came on again this day to be further heard on the papers formerly read in the cause, and the report of Special Commissioner H. J. Morgan dated Dec. 19 1881. and filed in the cause Dec. 22 1881. and was argued by counsel and the said report having been filed more than 10 days before the commencement of the present ^{term} of the court, and no exception being filed to the same. On consideration thereof it is adjudged ordered and decreed that said report of leasing be and the same is hereby confirmed, And said Com. Morgan is directed to proceed to collect the three notes referred to in his said report, as soon as they fall due respectively and that he hold the same subject to the future order of the court. But before proceeding to collect said notes said Morgan is required to execute bond before the clerk of this court with good security in the penalty of \$700.00 with condition to account for all sums of money he may receive by virtue of this decree. And no further action being now necessary in this cause the same is stricken from the docket with leave to the Plff should it become necessary to have the same reinstated on the docket.

Virginia.

At a Circuit Court Continued and
held for Lee County at the Court
House thereof on Saturday the 2nd day
of April 1881.

James T. Jones

Plff.

vs

In Chancery

Sarah & Jonathan Hunt

Defts.

This cause came on this day to be heard upon
the Bill and exhibits filed, and the defendants by their
attorneys entering their appearance thereto, Commissioner
James W. Orr is ordered to take and state an
account showing 1st What amount the defendants
owe the plaintiff, on account of the several transactions
and matters alleged in the Bill; 2nd What is the fair
market value of the land sold by M. C. Gluck to the
defendants, and any other matters deemed per-
tinent by himself, or specially required by
either party. He will report in writing to
the Court at its next term and the cause is
continued.

A Copy

Teste L. A. G. Hyatt

clerk

James A. Jones

No 3 City, Worcester

March 1 Jonathan Harris

August 11th 1881

Created by James
in office copy to
J. M. Jones and
master of copy of the
1881

J. M. Jones
D. Jones

James F. Jones

vs

3 In Chy

Sarah Jonathan Ward

This cause came on
this day to be heard upon the
bill and exhibits filed and
the defendants by their attorney
entering their appearance and
~~conceding that an account will~~
~~be necessary in the case; that~~
concurring ^{thru to} Commissioner James W.
Orr is ordered to take & state
an account showing 1st what
amount the defendants owe the
plaintiff on account of the
several transactions & matters
alleged in the bill? 2nd what
is the fair rental value of the
land sold by M. C. Slump to the
defendants, and any other matter
deemed pertinent by himself or
specially requested by either party.
He will report his action to the
court at its next term and the
cause is continued

James H. Jones
w³ Beece

Dear Jonathan Ward

Restored, Page 167

John H. Condit

Euter Hill, Beece

Jr. A.K.

April 2 1881

The contract between James F Jones & myself
he ^{said} that he would bring down the Bond &
note and if I didn't like them he would
give me back the Bond and ^{restitute} he
wants me to wait one two three
years I told him that I couldn't
wait no longer than H C Stamp
would wait with us further witnesses
per seath and oath not ^{her} Mary ^{Edward} ^{Marke}

Subscribed and sworn to before me
by Sarah Widd August 11th 1881.
John Biddle J.P.

The depositions of Jonathan M. Ward H. L. Riddle
& James F. Jones taken before the
undersigned Commissioner in taking an account
in the Chancery cause of James F. Jones against
Sarah & Jonathan M. Ward, pending in Lee County
circuit court, the said Jonathan M. Ward being a
witness of lawful age and of first duty sound, do
swear and say.

My mother, Sarah Ward & myself and other heirs
of Mr. Ward, died about October 1871, sold to
James F. Jones certain lands or interests in certain
lands lying in Lincolnton Lee County Virginia
for the sum of \$700.00. My Mother went to Mr.
Jones to see him about the trade, and after her
return Mr. Jones came down and we all
talked the matter over. Mr. Jones wanted us to
give him one, two or three years time, but my
mother insisted we could not wait any longer
than H. C. Slough would wait with us on a debt
he was pressing against us, and to pay what
we sold the said land. A title bond was
executed which bears date October 2nd 1871.
My understanding was that the sale was not on
time, but that said Jones was to pay Slough for us
the amount of his said purchase, or pay to us
at once, I remember distinctly telling Mr. Jones
we could not wait, and heard my mother tell
him the same. The said title bond is herewith.

J. M. Ward to day signed his deposition, and
swore sworn thereto. Aug 23rd 1881.
James F. Jones.

filed as part of this my deposition marked "O"
The note was made at the time above mentioned,
and the bond was then left with us, but not sig-
ned, and was signed some afternoon, the plain-
tiff James Jones, would not receive the bond un-
til it was signed by all the parties, which was
done soon afterwards.

And further this deponent saith not.

A. M. Ward

The said S. T. Riddle another witness of lawful age
and being first duly sworn for defendant, deposes
and says--

In conversation with Sarah Ward & her sons about a
land purchase I had made from them, and which
I was trying to get settled up, Mrs. Ward remarked
that they had sold some land to James L. Jones &
had executed their title bond, which Jones had
but that he had not yet given his notes for the
purchase money. I replied, ^{that} he has not paid you
for it, to which she replied he had not, and that
they sold it to him to be paid for in ^{three} installments
in one, two or three years. She did not state more.
I ask her, whether or not the notes were to bear
interest from their dates.

And further this deponent saith not.

S. T. Riddle

James E. Jones another witness of lawful age
and being first duly sworn, deposes and says,
There was a great deal of talk between Sarah
Ward and myself about the land trade consummated
between us, in which I was to pay \$700.00.
before the trade was finally made; but when
the trade was made, it was upon these terms,
I was to give them \$700.00 to become due and
payable in three ^{equal} installments, January 1st 1872,
July 1st 1873 & July 1st 1874. without interest until
due was my understanding, or intention and I
then wrote a bond for the payment of said
purchase money, and which I wrote according
to my understanding of the trade, I also wrote
the title bond filed by J. M. Ward with his dep-
ositions, and gave the ^{title} bond to Sarah Ward to execute,
she carried the bond off for that purpose, and it
was some time before the bond was delivered,
and was probably left at my house in my ab-
sence, one of the parties to the ^{title} bond & interested
in the bond, Wm. A. Ward, was said to be under age
at the time of the trade, and I did not wish
to execute the bond for the purchase money,
until I saw what he would do about convey-
ing his title, and the matter was thus delayed,
~~until~~ ^{until from some excuse or other,} said purchase money bond never was signed
or delivered, but the trade was otherwise fully
consummated and I went into possession of the land.

The said purchase money handwritten by me as before stated, is herewith filed as part of this my deposition marked "O" O

It was agreed between us in the trade, that any claims or debts I had against said ~~Wards~~ was to be credited on said ^{\$7000} purchase money, and any sums I could settle or pay to Henry C. Slough on a debt he had against them for land was to be likewise credited on said ^{\$7000} purchase money. The said Slough was at that time, or soon after, proceeding to collect his said debt by legal proceedings, and I signed a forthcoming bond as security for said ~~Wards~~ to said Slough, and finally paid considerable money to said Slough for said ~~Wards~~, on my said purchase money and as security as before stated.

Jonathan M. Ward was not present when the trade between his mother and myself was made.

James F. Jones

The foregoing depositions of Jonathan M. Ward, S. F. Riddler & James F. Jones were taken subscribed and sworn to before me at the time and place and for the purposes in the captions mentioned on the 10th 11th & 12th days of August 1881, in taking an account, except the deposition of Jonathan M. Ward, which he failed to sign or swear to, having left without doing so, I suppose without thinking of it. Given under my hand Aug. 15th 1881.

James W. Orman

Depositions
F.

The deposition of J. A. G. Hyatt taken before the undersigned Commissioner in taking an account of the share of James & James against Sarah & others in land on the 12th day of Aug 1861. The said Hyatt a witness of lawful age and being first duly sworn deposes and says.

I am very well acquainted with the lands sold by H. C. Blank to James & Sarah Ward being in Turkey Cove, Lee County Virginia having lived near said land for several years and am of opinion that One hundred and twenty five dollars is a fair annual rental value of said land. And further this deponent will not.

J. A. G. Hyatt.

The foregoing deposition of J. A. G. Hyatt was taken sworn to and subscribed before me at the time and place and for the purposes in the caption mentioned, given under my hand Aug 12th 1861.

James H. Orr. Comm.

John Bidelle another witness of lawful age and being first duly sworn deposes and says, I am of opinion that the land sold by H. C. Blank to Sarah Ward & others would rent for at least one hundred & twenty five dollars per annum. And further this deponent will not.

John Bidelle

The foregoing depositions of John Riddle & J. A. G.
Hyatt, were taken, subscribed, and sworn to
before me at the time and place, and for the
purposes in the caption mentioned.

Given under my hand. Aug 12th 1871.

James H. Orr, Clerk

James H. Jones
vs. Depts.
J. M. & S. H. Ward

L

James L. Jones

Pliff } In Chancery.

against
Sarah & Jonathan M. Ward. Defts

The undersigned, who was appointed, & came
in this cause at the March term 1881, and di-
rected, to take & state an account showing what
amount the defendants owe the plaintiff and
what is the fair rental value of the land sold by
D. C. Blum to the defendants, respectfully reports.
That after giving notice to the parties interested, I
proceeded on the 10th 11th & 12th days of August
1881, to execute said decree. In stating the account
between the parties in reference to the several trans-
actions & matters alleged in the bill, I found that
the only difference between the parties was as to
whether the plaintiff was to pay interest on his
land purchase from the defendants from the date
of said purchase, Oct. 2nd 1871, or from Jan'y 1st 1872,
Jan'y 1st 1873 & Jan'y 1st 1874, on equal installments.
And to ascertain if I could what was the trade
between the parties, I took the deposition of Jonathan
M. Ward but he (inadvertently I suppose) went
off without signing or swearing to said deposition,
and by agreement of the parties the sworn state-
ment of Deft Sarah Ward was then taken before John
Riddle a Justice of the Peace, at her home, she not
being able to conveniently come to Jonesville,
and is to be evidence in the cause. She states she

did not sell on any longer time than H. C. Blum
would give them on a debt he was pressing for
and says Mr Jones wanted her to wait one, two or three
years, but that she told him she could not wait
any longer than as above stated. The plaintiff
took H. C. Riddle's deposition in which he states
he heard Mrs Ward say she was to wait one, two or
three years, but says she did not state nor did
he ask her whether the notes were to bear interest
from their dates. I then took the deposition of
the plaintiff in which he states the purchase money
was to be paid in three equal installments Jan'y
1st 1872, 1873 + 1874 without interest until, and was
his understanding or intention and that he there-
upon wrote a bond for the payment of said purchase
money according to his understanding of the contract,
and that he also wrote a title bond which was
afterwards signed by the parties and delivered
to him or left at his house for him. The said bond
for the purchase money Mr Jones filed as part
of his deposition. The said title bond J. M. Ward
attempts to file as part of his deposition, but as
his deposition was not completed, I now file
said title bond herewith as part of my report
marked "D". The bond for the purchase money
it will be seen is a blank having never been ex-
ecuted or delivered, had it been, in its present form
and effect it would have been binding and con-

plausible and would have settled this question
at once in favor of the plaintiff. But as it never
was concluded I can't see that it is of much im-
portance except perhaps to refresh Mr Jones memory.
But as he does not remember distinctly the contract
but only states his understanding or intention, I
was of opinion the title bond written by Mr
Jones, in which the obligors therein, are bound
in case the land is not fully complied with,
to refund to said Jones his purchase money with
interest thereon from the date of said bond,
+ the fact that the purchaser went at once into possession,
turns the scale in favor of the defendants
upon the question of interest, and I have
in this view of the case prepared a statement
herewith filed, marked "G" showing in the
matter of account between the parties the sum
of \$306.41 due the plaintiff as of January 22nd 1881.
But in order that, should I be wrong, your Honor
can readily correct me, I have prepared another
statement of the account between the parties, herewith
filed marked "H", to meet the view of the case held by
the plaintiff, showing the sum of \$385.80 due the plain-
tiff from defendants as of Jan'y 22nd 1881.

The foregoing depositions are herewith filed marked
"K". I have taken the depositions of John Middle
+ J. A. G. Hyatt herewith filed, marked "L", and
these gentlemen fix the rental value of the land
sold by H. C. Slough to Sarah Jonathan M. Ward.

James H Jones
vs. Court Order report.

Jonathan M. Haddals
Filed Aug. 12th 1881.

J. A. G. Hyatt
clerk

Census fee \$6.00

at \$1.25 per annum.

Accepted for deposit

James H. Jones

James F. Jones

vs.

J. M. + Sarah Ward

Pff.

Defts.

In Chancery.

To the Hon John A. Kelly Judge of the Circuit Court of Lee County Va.

After giving such notice as is shown by a paper herewith filed marked (A B) I proceeded on the 19th day of Decr. 1881 that being county court day to rent or lease to the highest bidder the land in the bill mentioned for the shortest space of time that the same could yield the sum of \$370.04 that being the amount of the debt and costs due to said 19th day of Decr. 1881. When the defendant Jonathan M. Ward offered to pay said debt and costs for the use of said land for the term of three years from this day, and that being the best and shortest space of time offered he became the lessee thereof for said three years at said sum of \$370.04 and he thereupon paid me the costs of suit and making sale amounting to the sum of \$46.83 which left the sum of \$323.21 as the debt due the Pff. and the said J. M. Ward with William A. Ward and John A. G. Hyatt his securities executed to me as com. three several bonds for \$107.73¹/₃ each with interest from date payable in one two and three years. which bonds are herewith filed marked (A B) I regard this as a good venting, and think the same ought to be confirmed.

At the end of this report will be found a Tabular Statement showing how I have disposed of said \$46.83 and for these disbursements beyond the sum returned in my

hands I file herewith receipts therefor marked as in the margin 1, 2, 3.

All which is respectfully submitted

Henry J. Morgan Special Comr.

Decr 19th 1881.

Cash received for costs of Suit and Sale this sum \$46.83

Retained in my own hands attorneys fee of \$15.00

" " " " Commission 16.07

1 Paid J. W. Orr. late clerk 4.95

2 " Same Com. fee for account 6.00

3 " J. A. G. Hyatt present clerk 1.31

4 " " Same for estimated cost. 2.50

5 " Sheriff for seeing writ 1.00 \$46.83

H. J. Morgan Comr.

James F. Jones.

as } Comr. Dept of Mining

of the State of Nevada

Filed Decr 23rd 1881

J. A. G. Hyatt Comr.

Examiners of H. J. Morgan's account in the Chancery
cause of James L. Jones against Sarah & J. M. West
for \$1000 & costs. Also for my fee as clerk &
Commissioner in said cause. May 22nd 1881.

Clerk \$4.75

James H. Cox

Commissioner
\$10.75

N^o 1 + 2

\$3.81 Received of H. J. Morgan Coun. in a
Chancery Cause of James H. Jones vs J. M.
& Sarah Word, \$1.31 the fees due me in said
Cause & \$2.50 Estimated costs for future
work in said Cause, making \$3.81 amt
This 19th Decr, 1851.

J. A. Hyatt

Recd 1/2

1704
P. A. B. G. G. G.
1704

N^o 3. & 4.

4.00

Received of Henry J. Morgan Comr
in the Chancery cause of James S. Jones
against J. M. & Sarah Webb one
Dollar, my fees as sheriff Dec. 22/1881
J. M. Webb

L. Miles
Lee Hill

3-

Notice

James F. Jones Esq }
 Sarah & Wm. Ward Dftrs } In Chancery

As directed by a decree of the Circuit Court of Lee County rendered in the above styled cause at the last Term of said Court. I will proceed at the Court House of said County on the first day of the Dec. County Court 1881. to vendue to the highest bidder at public outcry the land in the bill and proceedings mentioned for the shortest space of time that will yield the sum of \$370.04 as shown in the annexed Calculus Statement, At this leasing \$46.83 will be required to be paid in cash to pay costs of suit and commission, and as to the residue one two and three years credit will be given with interest from day of leasing, and the lessee will be required to give bond with approved security for the deferred payments.

This land lies in the Turkey cove is rich & fertile & is the same on which the distilleries and was purchased by them from H. G. Blum's wife, and some 40 or 45 acres thereof is suitable for cultivation.

Henry J. Morgan Esq
 Nov. 28th 1881

Dea. Wm. Dftr from Dftrs Jan'y 22 1881. \$306.41.

Interest on same to Dec. 19 1881. 16.80

Add for costs of suit 30.76

" " Commission 16.07
 370.04

H. J. Morgan Esq.

32321
 107.73 1/2

(AB)

James F. Jones Peff }
vs. } In Chancery
J. M. + Sarah Ward, Defts }

To the Hon John A. Kelly Judge of the Circuit
Court of Lee County.

The above styled cause was lately brought on
to be heard with the cause of G. B. H. Goss Executors
vs. James F. Jones & the other causes heard therein
when a decree was rendered in favor of J. F. Jones
against J. M. + Sarah Ward for the debt reported by
comt. Orr, and the undersigned was appointed
a Comt. to rent out said Wards land for the debt and
costs of suit, but by the same decree the undersigned
was directed to hold the money subject to the
future order of the court to be made in the cause
of the Gosses vs Jones & the other causes heard therein.

At a subsequent time said lands were rented for
a sum sufficient to pay said debt and costs. on a
credit of one two & three years except as to costs which
was paid down. and bonds and security given
for said debt. all which was duly reported afterward
& confirmed & the above styled cause stricken from
the docket.

On the 26th day of Feb. 1883 J. M. Ward the lessee of
said land paid me the sum of \$90.00 on the first
installment of the debt due J. F. Jones which is now
in my hands awaiting your Honors direction in
the premises

Respectfully submitted
Henry J. Morgan
March 29/83

James F. Jones

no. } Const. report No. 1 of money
collected.

J. M. + Sarah Ward

Filed March 24/883

J. F. Hyatt
Clerk

Know all men by these presents
that we Sarah Ward Jonathan A Ward
Jr H Spear & William A Ward all of the
County of Lee & State of Virginia are held &
firmly bound unto James F Jones of the
County & State aforesaid in the penal sum
of Fourteen Hundred Dollars Lawfull
money of the United States Which
payment well and truly to be made
we bind our selves. Heir Executors and
Administrators firmly by these presents
sealed with our seals & dated this the
second day of October 1871 -

The condition of the above obligation are
such that whereas the above bound parties
of the first part or their Heir shall make
or cause to be made unto James F Jones a
good & sufficient title in fee simple to
all of their undivided interest in the bowery
lands formerly owned & occupied by Mary Jones
deceased which they are now or may be entitled
to either by Heirship purchase or any other way
that is to say one twelfth of the entire bowery
also one seventh of one twelfth of said bowery
purchased of Jonathan F Jones by William Ward
deceased. also one seventh of one twelfth of
said bowery which said William Ward obtained
by purchase from Barron Russell & wife all
of which was willed by William Ward senior to
William A Ward Junior. also two other tracts
tracts or parcels of lands situated in the
County and State aforesaid lying on the north

ride of: Wallens ^(page) it being the same land that
was purchased by William Ward from Jonathan
S. Jones & laid off to said Ward by the Commission-
er appointed to make portion of the Lands
amongst the heirs of Stephen Jones deceased.
First tract lying adjoining Williamson Coomers
Land containing four acres one half and thirty
six poles more or less Bounded as follows to wit
Beginning on a bunch of Syms or Syms
sprouts corner to Aaron Collier deceased Lands
thence S 34 W 46 poles to a Mulberry post and two
young Black Locusts corner to Haberns Heirs Lot of
land now owned by James P. Jones in a line of a lot
of land formerly owned by Jacob M. Jones now
owned by said James P. Jones & with the line of
the same S. 27 E. 4 poles to a young Sassafras
& a young Black Locust shoot corner to said Coomers
Land & with Coomers line S. 61 E. 72 poles to a stake
on said line S. 86. W 35 poles to the Beginning
= second tract on said ridge it being a part of
a tract of land bequeathed to Stephen Jones by John
Brake & Bounded by the several lines of Mary
Jones & Perry Coomer Heirs supposed to be three
acres = It is mutually agreed amongst the several
above named parties that said James P. Jones is to
have full possession of all of the above describe
tracts or parcels of lands at the date of this Bond
now iff the above bound parties complies with
Bond in every respects by making a full Conveyance
to the above describe Lands in one month from this
date October the 2nd 1871 & William A. Ward Jr.
Complies by making a full Conveyance of his whole

interest said Lands when he arrives to the age
of Twenty one years: in case that William A.
Ward Jr. does not convey his whole interest
to the above describe lots & tracts of Land when he
arrives to Twenty one years of age then the above
named Sarah Ward Jonathan A. Ward and
A. H. Spur Bind themselves & co. to pay
James P. Jones the full amount of the purchase
money with interest from this date Oct 2nd 1871
iff all of the above named parties fully comply
according to this Contract against the above describe
times then this obligation shall be null & void
otherwise it is remain in full force and
virtue at Law signed in the presence of
this the afore said second day of October 1871

Test.
John A. G. Hyatt
Elihu A. Parsons.

Sarah Ward
William A. Ward
Jonathan A. Ward
A. H. Spur

Count

Sarah Ward
& Others Bone
J. A. Jones

J

James F Jones.

In account with Jonathan Ingham et als		Dr	
To purchase money for land, Oct 2nd 1871.			\$700.00
By wheat about the time of said land sale			45.00
Balance Oct 2nd 1871.			65.00
Interest thereon to Nov 4th 1872.			16.40
Pr & Int Nov 4th 1872.			671.40
x 1.	By bal of Sarah Hards note to Jones due Nov 4th 1872	301.95	
x 2.	" S. G. Sheers note to Jones due Nov 4 1872.	27.95	
x 3	" Sarah Hards " " Same due " " "	1.62	337.52
Balance Nov 4th 1872.			331.88
Interest thereon to Oct 14th 1875.			71.90
Pr & Int Oct 14th 1875.			403.78
x 4.	By amt paid C. L. Hurdless to Shuff for H. C. Stamp		380.10
Balance Oct 14th 1875.			23.68
Interest thereon to Aug 18th 1876.			.37
Pr & Int Aug 18th 1876.			24.05
x 5.	By this sum paid Patrick Sheers for H. C. Stamp Aug 18th 1876	166.13	
Over paid by Jones Aug 18th 1876.		142.01	
Interest thereon to Feb 8th 1877.		2.00	
Pr & Int Feb 8th 1877.		151.08	
x 6.	To amt received from Hards Feb 8th 1877.	81.00	
Bal Feb 8th 1877.		70.08	
x 7.	By amt paid H. C. Stamp Aug 25th 1875	148.00	
Interest thereon to Feb 8th 1877		12.70	
x 8.	By amt paid Same Sept 16th 1876.	56.54	
Interest thereon to Feb 8th 1877.		2.05	
Pr & Int Feb 8th 1877.		317.35	

	Pr & Int Feb 8" 1877.	\$319.35
	Interest on \$304.40 the Pr to Sept 17" 1878.	27.46
	Pr & Int Sept 17" 1878.	348.81
x 9.	By this sum paid Jones Sept 17" 1878.	25.32
	Bal Sept 17" 1878.	323.49
	Int on \$304.40 the above Pr to Jan 29" 1879	6.60
	Pr & Int Jan 29" 1879.	330.09
x 10.	Lo amt received from Harb's Jan 29" 1879	35.38
	Bal Jan 29" 1879.	294.71
	Int thereon to Jan 22" 1881.	35.02
	Pr & Int Jan 22" 1881.	329.73
x 11.	Lo amt received from Harb's Jan 22" 1881.	23.32
	Balance due Jones " " "	\$306.41

James A. Jones
 vs Statement of acct.
 J. M. Harb et al.

James F. Jones.

In account with Jonathan M. Hanks at etc		
To 1st installment of land purchase money due June 1/72		233.33
By wheat about this date paid H. C. Blaup		48.00
	Per June 1st 1872.	185.33
Interest thereon to Nov 4th 1872.		1.75
	Pr & Int Nov 4th 1872	170.33
By bal of Hanks Hanks note to Jones due Nov 4th 1872.	307.75	
A. H. Shoxers " " " " " "	27.75	
Hanks Hanks " " " " " "	1.62	
Balance due Jones Nov 4th 1872.	177.22	
To 2nd installment for land due June 1st 1873.		233.33
Interest on above bal to " " "	7.38	156.61
	Per " " "	76.75
Interest on bal to June 1st 1874		4.60
To 3rd installment of land purchase, due June 1st 1874		233.33
	Pr & Int June 1st 1874.	314.66
Interest on \$310.06 Pr to Aug 25th 1875.		1.27
		345.56
By and paid H. C. Blaup for Hanks Aug 5th 1875	146.00	178.17
	Per " " "	177.50
Interest thereon to Oct 1st 1875.		1.62
	Pr & Int Oct 1st 1875	178.19
By and paid H. C. Hamilton Shiff for H. C. Blaup	380.10	
Bal due Jones Oct 14th 1875.	181.12	
Interest thereon to Jan 18th 1876	2.83	
		183.95
By and paid H. C. Jones for H. C. Blaup Jan 18th 1876.	166.15	
	Pr & Int " " "	350.08

Acct P ^r & Int due Jones July 18 th 1876.	\$350.08
By amt paid H. C. Slemp Sept 16 th 1876.	86.32
Interest on \$350.08 to Sept 16 th 1876.	13.70
P ^r & Int Sept 16 th 1876.	450.30
Interest on the P ^r \$450.30 to Feb 8 th 1877.	10.00
P ^r & Int " " "	460.60
Lo amt received from Wards " " "	81.80
Bal P ^r & Int " " "	377.60
Interest thereon to Sept 17 th 1878.	26.75
	416.55
Lo amt received from Wards Sept 19 th 1878.	25.32
Bal " " "	371.03
Interest thereon to Jan 27 th 1879.	8.22
	379.25
Lo amt received from Wards Jan 27 th 1879.	65.38
Bal. " " "	365.47
Interest thereon to Jan 22 nd 1881.	43.25
	407.17
Lo amt received from Wards Jan 22 nd 1881.	23.32
Balance due Jones " " "	\$383.80

James F. Jones.
1853. Statement of account
J. M. Ward et al.

21

Vouchers &c
in account
between Jas H
Jones & Wards.

All Available Text Successfully Captured

$$\begin{array}{r}
 1.15 \\
 1.15 \\
 \hline
 \$ 5.00 \text{ George} \\
 2.90 \text{ 2nd} \\
 \hline
 8.40
 \end{array}$$

$$\begin{array}{r}
 \text{On 6/2/70} \\
 \cancel{2.50} \\
 8 \text{ A } 1.00 \\
 \hline
 \$ 3.90
 \end{array}$$

All Available Text Successfully Captured

\$322.45 Twelve months after
date we or either of us promise to
pay Harry H. Jones, administrator
of Mary Jones, Three hundred and
Twenty two. Dollars. and forty five
cents. Lawfull money of the United
States, for the pay ment of said sum
of money we hereby waive the
benefit of all exemptions under
the Homestead Law of U^s as to this
p^{mt} for value received of him
Witness our hands & seals
March the 4th 1871

Test

Sarah Good Seal
J. M. M. Seal
Williamson ^{his} Seal
mark

Ex The within note twelve dollars
& ninety cents on the account of the Lack
of the Corn bought at the sale March 1st
the 4th 1871

X 1.

March 1st
C. W. Jones

note #32245

due March 1st 1872

J. P. Jones

"27.95" Twelve months after date hereafter to me
payable to my lawful heirs & assigns for long term
of years Twenty seven dollars
and ninety five cents for the payment of said
sum of money we hereby assign the benefit of all
claims & interest in the above stock bond of \$1000
as to this left for your Recollection. Attest
our hands and seals this 14th day of April, 1871

W. H. Spearman
J. A. Wood

Spun, till (red)
note \$27.95
Paid Nov 4, 1872
G. M. Gage

X
70

1.62

I have promised to pay James & James sum
of money being loaned One dollar
before but also to pay the payment of said
sum of money so hereby giving the receipt of all
sums under the hundred and one of Penna
to his debt for value received within our
hands and seals this March 10th 1871

Sarah & Ward
may be
J. H. & Ward

2014
J. C. L. 11/16/12
To note of 162
and 11/16/12

J. The 1st

X 3.

Rec'd this, 14th, day of October 1875 of James
F. Jones, security for Jonathan M. and Sarah
Ward, the amount of three hundred & eighty
dollars & ten cents, on an execution in favor
of ^{H. C. Stamp} against
said Ward & said Ward & said Jones
as their security in a forth. coming bond to
secure the full amount of said execution

L. L. Hamblen
Lot Sheriff

C. Hamblin

~~Dr. to~~

Receipt

380.10

X
11

Rec^d Jan^y 18th 1876 of James H Jones
One hundred and six six dollars
& 13^{cts} which has been paid by him
for J M & Sarah Word. The same
being the balance in full of two
hundred and fifteen dollars which
was assigned me by H C Shimp in
a deed in favor of said Shimp
against the said Words. The said
sum of two hundred & fifteen dollars
bore interest from Dec^r 1st 1874, and
upon this sum J M Word paid me
sixty dollars on the 26th of March
1875, for which a receipt was given.
And the said \$106¹³ is the balance due
per calculation from said Words. This sum
paid me by said Jones is included in a draft
on H C Shimp.

Patrick Hogan

P. Hagan
to Receipt to
John for Mass

Patrick Hagan
to Receipt for
for H Jones for
J m & Wards

January the 29th 1877
Received of Jonathan B Ward
one hundred and sixteen dollars
eighty one dollars of the above
amount comes its interest from the
3th of February 1877, & the remainder
of the above amount which is thirty
five dollars & 38-65 is to carry its
interest from this date which I am
to account to ward on a settlement
of what I paid for bond were
to Henry C. Smith & others
January the 29th 1877

James F. Jones



Recd. Sept. 16. 1876 of James F. Jones the
Balance in full of a Judgment on a
forth coming bond being for the amount
of \$832.45 with interest thereon from the
25. of Sept. 1873 which bond and judgment
was in my favor against J. M. and Sarah
Ward and the said James F. Jones being
their security in said bond including
costs of the same which balance has been
settled as follows to wit: \$148.00 paid
August 26. 1875 - by a credit to me on a paper
on a claim of said James F. Jones against
me and \$86.32 paid as of this date
Given under my hand this Sept. 16. 1876

H. C. Sloop

H. C. Hemp

To Recd

257.32

L. M. Jones

XX
XX

Sept 19th 1878

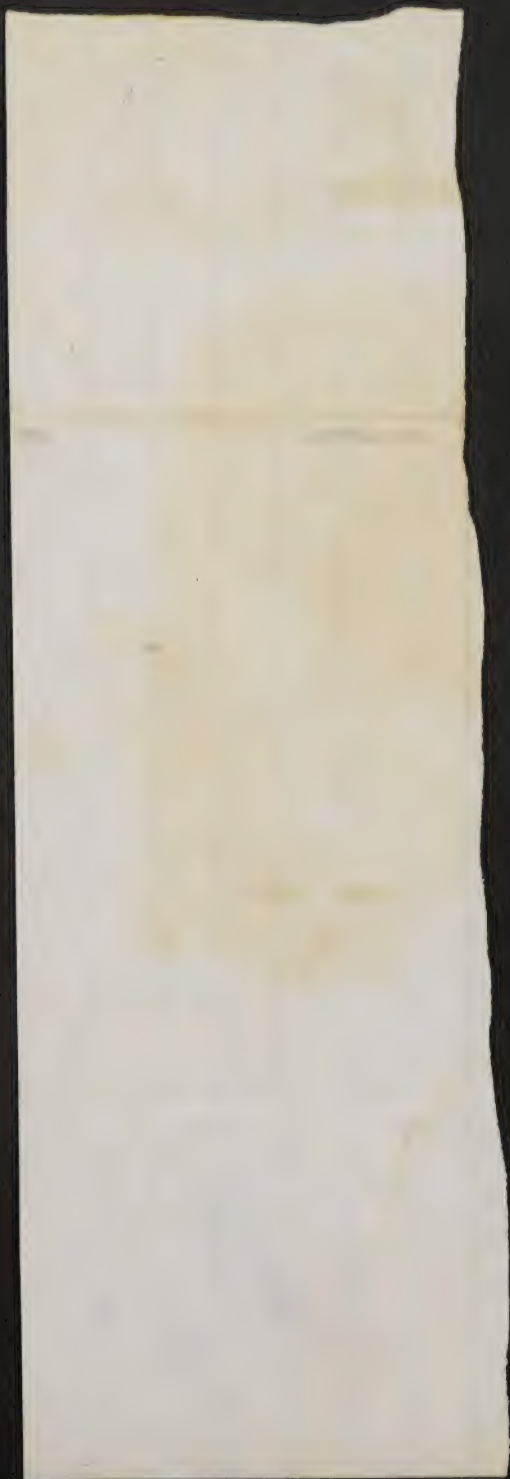
Received of John Ward twenty five
\$ 25.00 which I am to account
to said Ward settlement of H. Clement
notes which said John paid for me

J. Quincy

x 7.

Received of J M Ward Twenty ^{Three} Dollars &
Thirty two cents which I will account to him
for on settlement of what is yet to be made
in regard to money paid by me to H C Smith
& Co Jan. the 22nd 1851

J H Jones



I Bind my self Heirs & co to make to
Sarah Ward Jonathan M Ward William
A Ward & Adam H Speer the following
payments Two Hundred and thirty three &
Cents by the 1st day of January 1872 Two Hundred
& thirty three

I Bind my self Heirs & co ^{pay} to Sarah Ward
Jonathan M Ward William A Ward Jr &
Adam H Speer the following payments
Two Hundred & thirty three dollars & thirty
three & two thirds cents by the 1st day of Jan
1872. also Two Hundred & thirty three dol
& thirty three ~~three~~ & $\frac{2}{3}$ cents by the 1st day of Jan-
uary 1873 also Two Hundred & thirty three
dollars & thirty three & $\frac{2}{3}$ ct by the 1st day of
January 1874 in Green Back Currency
it is mutually agreed between the parties that
any ~~claim~~ that I can settle with Henry
Stein or any claim that I may have
against the above named parties shall
be a legal offset against this note for the
value received of them in Land with
my hand and seal this the day of
1871.

Cal

Book Ward & Oth note

See words then 4th 1872

Words note 4 - 1872

collected by Clint & Whinnham 1872

Spens note 27.95 bar 11 Nov 1872

in on same 11 Nov 1872

I won 5 by you

222.45-

162

224.07-1/2

4700

9 57.107

2795-

399.02

1955-

4 18.57

6.10

97 4 24 67

60.48
66
4
6
871

00

822.45-

10.47
3.12
13.59

46
141

47.60
22.45

J. F. Jones.

To Jonathan M Word & others

Dr.

1872.	To. Amt of 1 st note for land due Jan'y 1 st 1872	233. 33 $\frac{1}{2}$.
Jan'y 1	Per By 47. bu White point to Slumpo. \$45.00	47.00.
	By State note to March 4th 1872.	186.33$\frac{1}{2}$
		290.2 $\frac{1}{2}$
	Per By A H Spens note due March 4 th 1872.	189.24
		27.95
		161.29
	" " Sarah Words " " " "	1.62
		159.67
	To interest on same to 1 st Jan'y 1873.	8.18
	" 2 nd installment due 1 st Jan'y 1873	233.33.
	Amt due on 1 st & 2 nd payments Jan'y 1 st 73.	\$401.18
	Deduct Note due 4 th March 1872. x 322.45	
	Interest on same to 1 st Jan'y 1873.	13.55
	Add credit on note	65.18
		12.60
		77.78
	Interest on same to 14 Oct 1873.	13.02
	3 rd installment due 1 st Jan'y 1874	+ 233.33 $\frac{1}{2}$
	Interest on same to 14 th Oct 1873	- 25.08 $\frac{1}{2}$
	Total due Oct 14 th 1873	- 349.22
	Deduct amt paid Slumpo.	+ 380.10
	Amt due Jones. Oct 14 th 1873	- 30.88
	Interest on same. To Jan'y 29 th 1878	- 4.24
	To This sum paid Hagan for Words.	+ 166.13
	Interest on same to Jan'y 29 th 1878.	- 16.93
	Total due Jones Jan'y 29 1878	- 218.18
1878	Deduct amt paid him by Words.	+ 116.00
Jan'y 29	Bal due Jones. Jan'y 29 th 1878	- 102.18
	Interest on same to Feb'y 13 1879.	- 6.38
		108.56
	Total due Jones Feb'y 13 th 1879.	
	Deduct sum paid by Words Feb'y 13 1879.	+ 25.72
		82.84
	Bal due Jones Feb'y 13 1879.	- 1.60
	^{Interest to June 20th 1879}	
	This sum paid H. C. Slump for Words Aug 25 th 1875	+ 111.80
	Int on same to June 20 th 1879	+ 34.04
	By This sum paid Slumpo Sept 16. 76.	+ 86.32
	Int on this sum to June 20 th 1879	- 14.14
	Bal due Jones June 20 th 1879.	366.94

200.00
22.60
78.40

1871.

Dunkens
Calcutta

of Wm. & Co
1859

(1)

James F. Jones Peff
 vs. } In Chg
 Sarah & J. M. Ward Defts

The Peff recites to the action of Court. Ort is charging him with interest on \$700.00 the purchase price of the land from the 2nd day of Oct 1871. as shown in Exhibit (G.) filed as part of said Orts report in the cause, and he insists that the account is properly stated and shown by said Court. Ort in exhibit (H.) with said report, and in support of this view, he refers ^{himself} again to the depositions of Sarah Ward, J. F. Jones, F. J. Reille and paper I. filed with said report.

Jas F. Jones by his counsel
 Ayres & Morgan.

James F. Jones

is } Exception

S. J. M. Ward

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING,

We Command you to Summon

M. Ward *Sarah Ward + Jonathan*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court-House, on the first Monday in *Nov.*
next, being rule, to answer a bill in Chancery, exhibited in our said Court against *them* by

James F. Jones

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *11th* day
of *Oct.* 18*80*, in the 10^{*5*}th year of the Commonwealth.

J. A. Stedley Clerk.

^{ps + m}
Jas. F. Jones

D.S. { Spa in chy

Sarah & Jonathan
M. Ward

Nov. Rules 1858

Executed by de-
livering a Copy of
the within Spa to
each of defendants.

J. Miles D.S.
for S & Ely, S.L.C.